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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

CHRISTINE BOYD, et al.,

Petitioners,

v.

DOORDASH, INC.,

Respondent.

CASE NO.

**RESPONDENT DOORDASH, INC.'S
NOTICE OF REMOVAL**

[Removal from Superior Court of California,
County of San Francisco, Case No. CPF-19-
516930]

[Declaration of Joshua Lipshutz filed concurrently
herewith]

Action Filed: November 19, 2019

**TO THE CLERK OF THE ABOVE-TITLED COURT AND TO PETITIONERS CHRISTINE
BOYD ET AL. AND THEIR COUNSEL OF RECORD:**

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1441, 1446, and in accordance with 28 U.S.C. §§ 1331, 1367, Respondent DoorDash, Inc. (“DoorDash”) hereby removes this action—with reservation of all defenses and rights—from the Superior Court of the State of California for the County of San Francisco, Case No. CPF-19-516930, to the United States District Court for the Northern District of California, San Francisco Division. Removal is proper on the following grounds:

TIMELINESS OF REMOVAL

1. Petitioners Christine Boyd et al. filed a Petition to Compel Arbitration against DoorDash on November 19, 2019, in San Francisco County Superior Court. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the Docket Sheet, Summons, Petition, Civil Case Cover Sheet, Petitioners’ Proof of Service, and Petitioners’ *Ex Parte* Motion for Temporary Restraining Order and Order to Show Cause are attached as Exhibits A–F to the Declaration of Joshua Lipshutz (“Lipshutz Decl.”) filed concurrently herewith.

2. Plaintiff served DoorDash, through DoorDash’s agent for service of process, Registered Agent Solutions, Inc., with the Summons and Petition on November 19, 2019. *See* Lipshutz Decl. Ex. E. This notice of removal is therefore timely pursuant to 28 U.S.C. § 1446(b) because it is filed within 30 days after service was completed. *See* 28 U.S.C. § 1446(b); Fed. R. Civ. P. 6(a)(1).

SUMMARY OF PETITIONERS’ ALLEGATIONS

3. Petitioners allege that they are 3,997 independent-contractor delivery providers who previously filed arbitration demands against DoorDash with the American Arbitration Association (“AAA”) seeking to arbitrate claims that they were misclassified as independent contractors. Compl. ¶¶ 1, 3.

4. Petitioners allege that AAA terminated their arbitrations due to DoorDash’s “refusal to satisfy its filing fee obligations.” *Id.* ¶ 7.

5. On November 19, 2019, Petitioners filed a Petition to Compel Arbitration in the Superior Court of California, County of San Francisco, purporting to seek relief from the Court under the Federal Arbitration Act (“FAA”), 9 U.S.C. § 4, “to require DoorDash to abide by the arbitration agreement it drafted.” *Id.* ¶ 8.

6. That same day, Petitioners filed an *Ex Parte* Motion for Temporary Restraining Order and Order to Show Cause regarding DoorDash’s updated arbitration agreement. *See* Lipshutz Decl. Ex. F.

8 GROUND FOR REMOVAL

7. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it raises a federal question. This action, therefore, may be removed to federal court under 28 U.S.C. § 1441(a). Supplemental jurisdiction exists with respect to any remaining state-law claims under 28 U.S.C. § 1367.

8. Although the FAA itself “does not create any independent federal-question jurisdiction,” *Southland Corp. v. Keating*, 456 U.S. 1, 16 n.9 (1984), courts should “look through” a petition to compel arbitration filed under 9 U.S.C. § 4 to determine whether, assuming the absence of an arbitration agreement, the parties’ underlying claims raised a federal question such that the court would have subject matter jurisdiction, *Vaden v. Discover Bank*, 556 U.S. 49, 62–64 (2009).

9. Petitioners in this case filed their petition to compel arbitration under the FAA, 9 U.S.C. § 4. Lipshutz Decl. Ex. C, ¶ 31.

10. Several of the arbitration demands filed by those same Petitioners before AAA include claims against DoorDash seeking relief under the Fair Labor Standards Act, 29 U.S.C. §§ 206, 207 (“FLSA”). *See* Lipshutz Decl. Ex. G (Petitioner Rosas “seek[ing] all available relief under ... 29 U.S.C. §§ 206, 207 (Minimum Wage & Overtime)”; *id.* Ex. H (Petitioner Grim “seek[ing] all available relief under ... 29 U.S.C. §§ 206, 207 (Minimum Wage & Overtime)”; *id.* Ex. I (Petitioner Allen “seek[ing] all available relief under ... 29 U.S.C. §§ 206, 207 (Minimum Wage & Overtime)”).

11. Looking through the petition to compel arbitration here makes clear that this Court has jurisdiction. Several Petitioners seek relief under the FLSA, a federal statute that bestows jurisdiction under 28 U.S.C. § 1331. *See* Lipshutz Decl. Exs. G–I (“Claimant seeks all available relief under the

1 following provisions ... : 29 U.S.C. §§ 206, 207.”). Federal question jurisdiction is proper where (as
 2 here) “the plaintiff’s statement of his own cause of action shows that it is based upon [federal] laws.”
 3 *Louisville & Nashville R. Co. v. Mottley*, 211 U.S. 149, 152 (1908).

4 **THIS COURT HAS JURISDICTION AND REMOVAL IS PROPER**

5 12. Based on the foregoing facts and allegations, this Court has original jurisdiction over
 6 this action pursuant to 28 U.S.C. § 1331 because Petitioners raise a federal question. This Court has
 7 supplemental jurisdiction over any remaining state-law claims under 28 U.S.C. § 1367. Accordingly,
 8 removal of this action is proper under 28 U.S.C. §§ 1441, 1446.

9 13. The United States District Court for the Northern District of California, San Francisco
 10 Division, is the appropriate venue for removal pursuant to 28 U.S.C. § 1441(a) because it embraces
 11 the place where Petitioners originally filed the case, in the Superior Court of San Francisco County.
 12 *See* 28 U.S.C. § 84(c); 28 U.S.C. § 1441(a).

13 14. In accordance with 28 U.S.C. § 1446(a), true and correct copies of all process,
 14 pleadings and orders served upon DoorDash are attached as Exhibits A–F to the Declaration of
 15 Joshua Lipshutz filed concurrently herewith.

16 15. Upon filing the Notice of Removal, DoorDash will furnish written notice to
 17 Petitioners’ counsel, and will file and serve a copy of this Notice with the Clerk of the Superior Court
 18 of San Francisco County, pursuant to 28 U.S.C. § 1446(d).

19 16. WHEREFORE, DoorDash hereby removes to the Court the above action pending
 20 against it in the Superior Court of California, San Francisco County.

21
 22 Dated: November 20, 2019

GIBSON, DUNN & CRUTCHER LLP

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 24 By: /s/ Joshua Lipshutz
 25 Joshua Lipshutz

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 27 Attorneys for Respondent DOORDASH, INC.
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